

MASTER CONTRACT

between the

SOUTH PAGE COMMUNITY SCHOOL DISTRICT

and the

SOUTH PAGE EDUCATION ASSOCIATION

2004-2007

INDEX

Preamble.	1
Recognition.	2
Employee Rights	3
Association Rights.	4
Management Rights	5
Evaluation Procedures	6
Procedure for Staff Reduction	8
Transfer Procedure	9
Sick Leave	10
Temporary Leaves of Absence	11
Extended Leaves of Absence.	14
Health Provision.	15
Safety Provision.	16
Service Year.	17
Employee Hours.	18
Wages and Salaries.	19
Supplemental Pay.	21
Payroll Deductions.	22
Insurance	23
Miscellaneous.	24
Grievance Procedure.	26

ARTICLE I
PREAMBLE

The Board of Directors of the South Page Community School hereinafter referred to as "Board" or employer and the South Page Education Association, hereafter referred to as "Association," recognize that the aim of the public school is to provide a quality education program for the students of the school district and

Whereas, the parties have reached certain understandings which they desire to confirm in the Agreement, it is agreed as follows:

A. UNIT

The Board hereby recognizes the South Page Education Association as the certified exclusive and sole bargaining representative for all personnel as set forth in the Public Employment Relations Board certification instrument (Case No. 93) issued by the PERB on the nineteenth day of May 1975.

The unit described in the above certification is as follows:

INCLUDED: All professional employees of the South Page Community School District, College Springs, Iowa.

EXCLUDED: Superintendent, principals, all non-professional employees, and all other excluded by Section 4 of the Act.

1. The term "Board" or Employer", as used in this agreement, shall mean the Board of Education of the South Page Community School District or its duly authorized representatives or agents.

2. The term "employee", as used in this agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.

3. The term "Association", as used in this agreement, shall mean the South Page Education Association or its duly authorized representatives or agents.

4. The term "probationary teacher" means a teacher serving a probationary period under Iowa law. Currently, the first three consecutive years of employment of a teacher are the probationary period. However, if a teacher has successfully completed a probationary period for another Iowa school district, the probationary period will be one year. The probationary period for a teacher may be extended for an additional year with the consent of the teacher.

ARTICLE II
EMPLOYEE RIGHTS

- A. The Employer agrees that the employees shall have the right:
1. To self-organization, to form, join, or assist the Association.
 2. To negotiate collectively through representatives of their choosing.
 3. To engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any activity is not prohibited by the Public Employment Relations Act or any other law of the State of Iowa.
 4. To refuse to join or participate in the activities of the Association, including the payment of any dues, or fees, or assessments or service fees of any type.

ARTICLE III ASSOCIATION RIGHTS

The Association and its members shall have the right to:

1. Hold Association meetings in school buildings contingent upon their availability. Request for use of school buildings will be made through the building principal. The SPEA may start one meeting a month at 3:15PM.
2. Distribute Association materials through the school messenger service and building mail boxes.
3. All notices posted of activities and matters of Association concern on Association bulletin boards located in either faculty lounges or such other places as designated by the building principal and shall be signed by the Association president or designee.
4. Duly authorized representatives and their respective affiliates shall be permitted to transact official Association business on school property at reasonable times, provided that this shall in no way interfere with or interrupt normal school operations and provided all outside agents check in at the building principal's office.
5. Be furnished on request regularly and routinely prepared information concerning the financial condition of the school including the annual financial report and adopted budget, but nothing herein shall require the Employer to research and assemble information.
6. The superintendent's office shall cause the agenda for regular Board meetings to be delivered to the School Mail Box of the President of the Association at the same time said information is provided to the members of the Board of Directors of the District. If policy items are on the agenda, the President of the Association may get further amplification from the Superintendent.

ARTICLE IV.
MANAGEMENT RIGHTS

A. It is expressly understood and agreed that all functions, rights, powers or authority granted to or inhering in the administration of the school district by law are retained by the Board. Provided that none of the clauses in this Agreement in any way abrogate or diminish the above-mentioned rights and authority of the Board, the Board shall not exercise its rights so as to violate any of the specific provisions of this Agreement.

ARTICLE V EVALUATION PROCEDURES

Within four (4) weeks after the beginning of each service year, teachers shall be acquainted by a member of the administrative staff with the evaluation procedures to be used that service year. This may be done at a group meeting. New teachers during the school year shall be so acquainted within three (3) weeks of that teacher's first day of work. No teacher shall be formally observed for evaluation purposes without having been acquainted with the procedures being used.

The classroom teaching performance of regular full-time first and second year teachers in the system shall be formally observed a minimum of once each semester. Teachers with more than three consecutive years of service in the system shall have their classroom teaching performance formally observed a minimum of three times in a 3 year period. There shall be at least a ten (10)-day period between formal observations unless an employee is having difficulties requiring closer and more frequent observation.

The results of each formal observation shall be provided the teacher upon request, in writing. Each formal observation of a teacher shall be followed within five (5) work days by a conference between the teacher and the administrator or supervisor who did the observing. At the conference the teacher will have the opportunity to explain the situation orally and to provide written comments. After the conference, the teacher shall sign the observation report only to indicate the teacher's awareness of the contents of the report. The teacher may request that his written comments be attached to the observation report for inclusion in the individual's personnel file.

Each first, second, and third year teacher's performance of his/her total duties of employment shall be evaluated a minimum of once each semester. Teachers with more than three consecutive years of service in the system shall have the performance of his/her total duties of employment evaluated a minimum of once each year. These evaluations shall be reduced to writing and given to the teacher upon request.

Within five (5) working days of receipt of the evaluation, the teacher may request in writing a conference between the teacher and the administrator or supervisor who evaluated the teacher. The conference shall be held within five (5) work days of the request. The teacher shall sign the evaluation report to indicate only the teacher's awareness of the contents of the evaluation. The teacher will have the opportunity to make oral and written comments and to have the written comments attached to the evaluation report for inclusion in the teacher's personnel file.

These conferences may be used to discuss both formal observation reports and evaluation reports.

Each teacher, upon request, may make an appointment with the Superintendent to review the contents of his own personnel file in the Office of the Superintendent and in the presence of the Superintendent or his designee. A representative of the Association, at the teacher's request may accompany the teacher during this review. Privileged information such as confidential credentials, letters of reference from universities, individuals or previous employers are specifically exempted from such review.

Nothing in this Article is to be construed as precluding evaluation of teachers by any other means whatsoever as deemed appropriate by the administration of the school district.

If material detrimental to the teacher is placed in his/her personnel file, that teacher shall have the opportunity to file a response thereto and said response shall become a part of his/her personnel file.

The employee will be evaluated in consideration of his/her past education, training, and experience, in relation to the course(s) that he/she has been asked to teach by the district. The administrator shall give an explanation of how the weighting is to be determined prior to the evaluation.

All evaluations shall include the following opportunity for reaction printed in the evaluation form.

(Signature of Employer) (Date)

(Signature of Employee) (Date)

A signature on this evaluation does not necessarily mean the employee agrees with the opinions expressed, but indicates he/she has read the analysis, had an opportunity for discussion, and understands that he/she has the privilege of providing a reaction to the evaluation.

ARTICLE VI PROCEDURE FOR STAFF REDUCTION

When, in the sole exclusive and final judgment of the Board of Education, staff reduction is necessary due to decline in enrollment, reduction of program, or any other reason, the Board shall first attempt to accomplish the same by attrition (resignation, death, retirement). In the event such reduction cannot be adequately accomplished by attrition, reduction shall occur in the affected classification in the following order:

- First: Part time probationary teachers.
- Second: Probationary teachers.
- Third: In the event reduction cannot be adequately accomplished through the application of the first and second items above, the Board shall determine which employee(s) is to be terminated according to the needs of the school district. Those needs shall include but not be limited to, nor establish the order or priority of the following factors - employee evaluation(s) teaching experience in the South Page Community School District, breadth of certification endorsements, depth of educational preparation, and involvement of teacher in co-curricular activities.

Classifications for staff reduction shall be K-6 elementary classroom teachers; 7-12 within curricular areas (such as social studies, math, science); K-12 in the areas of music, art, counselors, and physical education; and special programs (Title I special education).

Any teacher terminated or who resigns pursuant to this Section shall be recalled to a professional category and position that he/she is qualified for one year from the effective date of his/her termination provided, however, that he/she specifically recalls, in writing, that he/she desires to be recalled to the South Page Community School District's system. Such written request shall be filed with the Superintendent of Schools within thirty (30) school days after notification to the teacher of said termination.

Any teacher wishing to exercise his/her recall privileges shall keep the School informed of his/her current address by informing the Superintendent of Schools, in writing, of such changes in said teacher's address.

Any teacher, who resigns upon request for reasons of staff reduction, shall be accorded recall rights as provided by this Agreement.

The Board of Education decision as to where staff reduction shall take place will be final and not subject to the grievance procedure contained within this contractual agreement.

The Superintendent shall provide written notice to the South Page Education Association and to the affected teachers of such staff reduction that will go into effect the following school year. The notice shall be given by April 1. The Board shall provide for termination under 279.13 of the Code of Iowa.

ARTICLE VII TRANSFER PROCEDURE

Section 1: Voluntary Transfers

Any teacher possessing the necessary qualifications may apply for a voluntary transfer to another teaching position. All applications shall be in writing and shall name the transfer for which the applicant wishes consideration. The granting of such transfer will be based upon the needs of the School District as determined by the Administration.

Section 2: Posting of Opportunities to Transfer

- A. When school is in session, a notice of an opening creating an opportunity to transfer to another teaching position shall be posted in the office or faculty room for ten (10) school days before the final date when the applications must be submitted. Employees who desire to apply for the transfer shall submit their applications in writing to the Superintendent, or his designee, within ten (10) school days from the posting. The granting of a transfer will be based upon the need of the school as determined by the administration. When a transfer is filled all applicants shall be given written notification within a reasonable time thereafter.
- B. If an employee is transferred then the employee shall be ineligible to submit an application for any other transfer to a teaching position for a period of one (1) year from the date of transfer.

Section 3: Involuntary Transfers

Involuntary transfers shall be made upon the need of the school district as determined by and within the sole discretion of the administration. All such transfers shall be made known to the employee involved in the transfer and shall be reported to the Board of Directors.

ARTICLE VIII SICK LEAVE

Employees are granted leave of absence for personal illness or injury with full pay in the following amounts:

Fifteen (15) days the first year and fifteen (15) days each subsequent year of employment.

The above amounts shall apply to consecutive years of employment in the South Page Community School District. A maximum of 105 sick days may be carried forward into a subsequent school year, providing a maximum of 120 sick days usable in a school year. At its discretion, the administration may require such reasonable evidence as it may desire confirming the necessity for such leave of absence.

Part-time employees will accrue sick leave on a prorata basis and will use sick leave on a prorata basis.

Employees are required at the end of the school year to audit and sign the annual sick leave record card kept by the Board Secretary.

Upon notification from employee, the administration shall arrange for and provide a substitute for employees utilizing any portion of their accumulated sick leave.

When employees have used more sick days than they have accumulated, they shall have those days deducted from their salary, at the rate of 1/190 of their salary even if a substitute was not hired.

Up to three sick days per year may be used for illness in the immediate family as outlined in Article IX, Section A, Part 4. Use of sick leave in this manner is non-accumulative.

ARTICLE IX
TEMPORARY LEAVES OF ABSENCE

A. Paid Leave

As of the beginning of the 1986-87 school year, employees shall be entitled to the following temporary, non-accumulative paid leaves of absence.

1. Educational Leaves

Attendance at educational meetings is permitted when such absence is requested or approved by the employer. Employee initiated requests shall be filed by the employee at least seven (7) work days prior to the first day of anticipated absence. Educational leaves shall be used for the purpose of:

- a. Visitation to view other instructional techniques or programs.
- b. Conferences, workshops, or seminars conducted by colleges, universities, or other educational institutions or organizations.

2. Leaves for Funerals

Employees covered by this master contract agreement shall be granted leave of absence at full pay for funerals in the immediate family (spouse, children, mother, father, brother, sister, grandparents, or others of close familial relationship who with approval of the principal, because of a more unusual or household arrangement, present a problem of immediate dependence prior to and at the time of said death) not to exceed a total of five (5) days per death.

Employees shall be granted leave of absence at full pay for funeral of other relatives and close friends not to exceed a total of one day per year. Up to two additional days leave for travel may be used, if needed, and shall be chargeable to personal leave days.

Notification of absence for funerals shall be given to the principal. Such days are non-accumulative.

3. Hospitalization of Spouse or Children

Employees covered by this master contract agreement shall be granted leave of absence at full pay for attending to a child or spouse who has been hospitalized. Such leave shall not exceed three (3) days per hospitalization

4. Illness in the Immediate Family

Employees may use accrued sick leave for care and necessary attention of ill or injured members of the immediate family (spouse, child, parent, or upon the approval of the principal, others of close familial relationship having immediate dependence prior to and at the time of said illness) not to exceed a total of three (3) days per year. Such days are non-accumulative.

5. Personal

At the beginning of every school year, each employee shall be granted two days to be used for business that cannot be conducted outside school hours. An employee planning to use a personal leave day shall notify his principal at least three work days in advance except in cases of emergency. This leave will not be use immediately prior to or after a vacation period.

6. Jury and Legal

Any employee covered by this master contract agreement who is called for jury duty during school hours shall, upon presenting such evidence to the principal, be granted a leave of absence. Evidence of remuneration received by the employee, over and above expenses, for jury duty shall be presented to the district secretary who will reduce the district's salary to the employee by the amount paid for such participation or involvement, or the remuneration may be turned over to the district.

B. Paid Leave - Reimbursement of Substitute.

As of the beginning of the 1994-95 school year employees shall be entitled to the following temporary, non-accumulative leaves of absence.

1. Serious Illness in the Immediate Family

Employees covered by this master contract agreement shall be granted leave of absence for serious illness in the immediate family, (spouse, children, mother, father, or upon approval of the principal, others of close familial relationship having immediate dependence prior to and at the time of said illness) not to exceed a total of five (5) days per year. Such days are non-accumulative. An employee may request an additional leave of absence for up to one year. Such request is subject to the approval of the Board. The employee will reimburse the district for costs of substitute teachers even if one is not hired. That sum will be subtracted from the next monthly check with appropriate revisions in their tax calculations.

2. Adoption Leave

A leave of absence with pay for up to two days may be granted to an employee who adopts a child. The employee shall notify the Board in writing of the tentative date of adoption and when sure of the actual adoption date shall promptly notify the Board of that date and the length of time the employee is going to take. The employee will reimburse the district for costs of substitute teachers even if one is not hired. That sum will be subtracted from the next monthly check with appropriate revisions in their tax calculations.

C. Unpaid Leave

The Board in its sole, exclusive and final discretion, may grant other leaves upon the filing of a written request for such leave by an employee. All substitutes will be employed by the Board for employees taking one of these leaves. Each employee will have one pro-rated day's salary subtracted for each leave used. e.g. If an employee had a 190 day contract that employee would have 1/190 days deducted from their salary.

D. Leaves taken pursuant to Article IX shall be in addition to any sick leave to which the employee is entitled, with the exception of Section A, Part 4.

E. Association Leave

Up to seven (7) days each year shall be available to the Association for its representatives to attend conferences, conventions or other activities of the local, state and national affiliated organizations. No employee may be absent for a total of more than three (3) work days under this provision. This is a temporary non-accumulative paid leave of absence, provided the association reimburse the district for costs of a substitute teacher if one is hired.

ARTICLE X
EXTENDED LEAVES OF ABSENCE

A. Association

A leave of absence without pay for up to two years may be granted to any employee for the purpose of serving as an officer of the Association, its affiliates or on its staff. But, no step increase will be awarded for the time the employee is on leave.

B. Educational Improvement

A leave of absence without pay for up to one year may be granted to any employee, upon application, for the purposes of engaging in study related to professional responsibilities, at an accredited college or university. A leave for educational improvement must be approved by the board of directors. No step increase will be given.

C. Other Leaves

The Board, in its sole, exclusive and final discretion, may grant other paid or unpaid leaves upon the filing of a written request of such leave by an employee.

ARTICLE XI
HEALTH PROVISIONS

A. Physical Fitness - New Employees

All new employees are required to provide evidence of successfully passing a physical examination and tuberculin test as one condition of a valid initial employment contract. Such examination and test must be completed and the physical examination form returned to the Office of the Superintendent of Schools prior to the employee beginning service in the district. The cost of such examination and test shall rest with the employee.

Each new employee shall be informed of the physical fitness requirements at the time of employment.

B. Physical Fitness - Continuing Employees

All continuing employees are required to provide evidence of successfully passing a physical examination and tuberculin test every three (3) years. The Board shall pay the cost of the physical examination and tuberculin test required by the Board, but not to exceed \$35.00.

C. Subsequent Examinations

The Board may require a subsequent examination even though less than three years from the last physical examination when, in the Board's judgment, such examination is relevant to an employee's performance or status. Employees may be examined by their own licensed physician but the Board will reimburse the employee only up to the amount charged by the doctor selected by the Board.

D. Failure to Comply

Failure to provide a licensed physician's certification of sufficiently sound health to perform the duties assigned or failure to comply with the other requirements of this Article may result in dismissal and cancellation of contract. The Board will provide notice with the May payroll to those employees who need a physical prior to the beginning of the following service year.

ARTICLE XII SAFETY PROVISIONS

A. Unsafe and Hazardous Conditions

Employees shall be encouraged to report to the building principal any conditions which seem unsafe or hazardous.

B. Protective Devices

Provision shall be made for such devices as outlined in Section 280.10 and 280.11 of the 1975 Code of Iowa. All such items shall be provided without charge to the employee.

C. Use of Reasonable Force

An employee may, within the scope of his employment, use and apply such amount of force as is necessary to quell a disturbance threatening physical injury to a pupil or teacher. Immediately upon use of such force, the employee shall make a report to the building principal or his designee.

D. Emergency Evacuations of Buildings

In the event that a building of the South Page Community School District is placed under the jurisdiction other than its duly authorized and appointed professional staff for the purpose of emergency evacuation, no staff member covered by this agreement, whose assignment is in that building, shall be required by the Employer to perform any services above and beyond determining that all students under his/her immediate supervision have been safely evacuated.

ARTICLE XIII
SERVICE YEAR

A. Work Year

Employees of the bargaining unit agree to a service year of 190 days. New employees will agree to a service year of 191 days in their first year of service.

B. Holidays

The regular and extended contract of employees shall include five holidays. Such holidays shall be Labor Day, Thanksgiving, Christmas Day, New Year's Day and President's Day.

C. Recess

The following unpaid recess periods shall be provided:

Thanksgiving recess (one day in addition to the holiday.)

Christmas recess (a minimum of five (5) weekdays in addition to the holiday; one activity may be scheduled during Christmas recess if approved by all individuals involved plus the principal and superintendent.)

Easter recess (2 weekdays with one day subject to being used as make-up for previous cancellations of school due to weather.)

For the purpose of this section a weekday shall be defined as any day except Saturday and Sunday.

The Association may submit to the Superintendent prior to January 1, a recommendation for consideration by the Board for recess periods for the next service year listed in this section.

D. Activities during Holidays and Recesses

Any individual employee(s) that request the privilege of conducting an activity, practice or the right to supervise students on any of the above holidays or during the above recesses may do so without their action being grievable by the employee, a group of employees or by the Association.

E. It is further agreed by both parties that compensation for the above holidays is covered within the scope of the salary schedule as agreed to in Article XV of this Master Contract Agreement.

F. It is further agreed that the recess periods are not meant to be periods of temporary layoff.

ARTICLE XIV
EMPLOYEE HOURS

- A. All teachers of this master contract shall have arrival and departure times of which are set at one-half hour before the first period class time and one-half hour after the class dismissal time of the students as designated by the superintendent each year. Teachers shall have a work day which includes a duty-free lunch period.
- B.
 - 1. Teachers covered by this master contract may be required to report before or remain after the regular work day for the purpose of attending faculty meetings or other administratively called meetings two (2) days per month. Such meetings shall begin no earlier than 7:30 A.M. and shall run no later than 4:45 P.M. Meetings shall not be called on Friday afternoons or the afternoons immediately preceding a holiday or recess period unless an emergency situation might dictate otherwise.
 - 2. Teachers may be required without additional compensation to attend no more than six (6) evening meetings outside the regular work day each year. Attendance at additional meetings shall be at the discretion of the teacher.
- C. Teachers may leave their building without requesting permission during their duty-free lunch periods.
- D. Teachers covered by this master contract may have later arrival times or earlier departure times for personal reasons on an individual basis when approved by the appropriate school administrator(s). This section of this article shall not be grievable.
- E. Classroom employees shall have average daily preparation time of at least 45 minutes, prorated for part-time employees. Said time shall not be considered a duty "free" period. The Administration shall have the right to temporarily assign a teacher to other duties during preparation time, if the need arises.
- F. Employees may, occasionally, be allowed to leave their building following the dismissal of students and prior to one-half hour after dismissal time. Employees shall check with the superintendent and/or principal and shall state the need for the early dismissal time. Early dismissal may be approved for good cause, but shall not be used to establish a precedent or establish best practice.
- G. Employees shall not be required to remain after student buses have departed on those days when the student day has been altered because of inclement weather/adverse conditions. Employees shall not be required to report when student attendance center is canceled because of inclement weather/adverse conditions.
- H. Early dismissal days scheduled into the school calendar the first week of school are not to be considered inclement/adverse weather days.

ARTICLE XV
WAGES AND SALARIES

A. Schedule

The salary of each employee covered by the regular salary schedule is set forth in Schedule A which is attached hereto and made a part hereof.

B. Placement of Salary Schedule

1. Adjustment to Salary Schedule

Each employee shall be placed on his proper step of the salary schedule as of the effective date of this Agreement and in accordance with Paragraph 2 below. Employees who work more than 95 work days in a service year shall be given full credit for one (1) year of service toward the next increment step the following year. Employees who work more than 48 work days but less than 95 work days in a service year shall receive ½ year's credit. Employees who work less than 48 work days in a service year receive no credit towards an increment.

2. Credit for Experience

Up to five year's credit on the employee salary schedule shall be given for previous outside teaching experience in a duly accredited school upon initial employment. An additional five years of experience may be granted between the employee and employer for previous outside teaching experience.

As of the effective date of this agreement, presently employed persons will be credited only as stated in their 1976-77 Individual Teaching Contract plus the one credit earned for teaching the 1976-77 school year.

3. Returning to the District

Any employee with previous teaching experience in the School District shall upon returning to the system receive full credit for up to a total of 10 years credit for in-district service and acceptable outside experience.

C. Advancement of Salary Schedule

1. Education Lanes

Employees on the regular salary schedule who move from one Educational lane to a higher educational lane shall move to the corresponding eligible step, including annual increment on the higher lane. For an employee to advance from one educational lane to another, he/she shall notify the superintendent of their intentions by September 30 of the preceding year. Notification shall be in writing and addressed to the Board of Education. The employee shall file suitable evidence of previously approved, graduate educational credit, as detailed in Paragraph 2 below, no later than 20 days after the beginning of the current school year. Non-graduate credit may be approved by the Superintendent if deemed beneficial to the school district.

2. Additional Educational Credit

Only courses carrying graduate credit and appropriately related to the employee's area of certification will be approved for movement from one educational lane to the next higher lane. This must be approved prior to enrollment in the course on a form provided by the Board. This may include courses in education, guidance, and administration, if leading toward a different position in the School District and with prior approval by the Board. Failure to provide forms shall not limit or abrogate the right of the employee to receive credit of courses earned since July 1, 1976.

Teachers who have obtained graduate credit in an area other than their teaching field, may petition the Board of Directors for advancement on the salary schedule. A teacher must meet the following criteria to be eligible:

- a. The teacher must have taught for a minimum of five years in the South Page Community School District.
- b. Teachers must have above average evaluation reports from the administration.
- c. Teachers must be able to provide extra needed services related to the credit area petitioned.

In order to move from the MA lane to the MA + 15 lane, the teacher must have 15 graduate hours earned after the degree was awarded. The graduate hours must be in the area or areas being taught by the employee. The graduate hours must be approved prior to enrollment in the course on a form provided by the district.

D. Method of Payment

1. Pay Periods

Each employee shall be paid in twelve (12) equal installments on the 20th day of each month. Employees shall receive their checks at their regular building and on regular work days.

2. Exceptions

When pay date falls on or during a school holiday, vacation other than summer, or weekend, employees shall receive their paychecks on the last previous working day.

3. Summer Checks

Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee.

E. Each employee shall have the option of receiving the remainder of his/her earned, contracted salary with the June paycheck.

F. The distribution of Phase III funds of any form or time shall be determined by a joint agreement of the Association and the Board of the South Page Community School. The Association and the Board shall be advised by a Phase III committee as prescribed by statute.

ARTICLE XVI
SUPPLEMENTAL PAY

A. Extra-Curricular Activities

1. Rates of Pay

Employees participation in activities listed in Schedule B shall be contracted and compensated according to the rate of pay or other stipulations in Schedule B, which is attached hereto and made a part hereof.

2. Approved Activities

The Board and the Association agree that approved extra-curricular activities that are official school-sponsored activities are covered by school liability insurance.

3. The Board will make any new additions to the supplemental pay schedule when a need arises. They will also compensate that area on the same basis that compensation was established for the other areas on the supplemental pay schedule.

ARTICLE XVII
PAYROLL DEDUCTIONS

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, insurances, Association dues, or other plans or programs jointly approved by the Association and the Board.

ARTICLE XVIII
INSURANCE

A. Health and Major Medical

1. The South Page Community School District will contribute \$435.00 monthly for the medical insurance program that has been approved by the Board of Education for all full-time professional employees. Employees may elect to take out additional coverage. Additional coverage costs may be deductible from the salary of the employee.

B. Workmen's Compensation

All employees are covered fully by the Workmen's Compensation Policy which is paid for and in force for the South Page Community School District.

C. Other Insurance

All employees are covered as complete as is feasibly possible by the district under what is called an Errors and Omissions Coverage.

D. Long Term Disability

The Board shall pay for the full cost of a long term disability Program for professional employees.

ARTICLE XIX

MISCELLANEOUS

A. Savings Clause

In the event that any provisions of this agreement shall become void or illegal during the term of this agreement, such provision shall become inoperative, but all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

B. Printing Agreement

Copies of this Agreement shall be provided under the following provisions, to wit:

1. The Board agrees to provide a photographic master copy suitable for offset reproduction.
2. The Association agrees to provide 70 copies of the printed Contract made from the photographic master copy furnished by the Board.
3. The Agreement shall be presented to all employees now employed, hereafter employed, or considered for employment by the Board. Additional copies wanted by either party shall be furnished by the Association.

C. Notices

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or letter at the following designated address or at such other address as may be designated by a party in written notification to the other party.

1. If by the Association, to the Board at the Superintendent's Office.
2. If by the Board, to the Association at the Principal's Office.

D. Duration Period

1. This Agreement shall be effective as of July 1, 2004 and shall continue in effect until June 30, 2007. The salary schedules A and B plus fringe benefits shall become effective at the beginning of the first pay period of the 2004-05 school year and be renegotiated for 2005-06, 2006-2007.

E. Signature Clause

In witness hereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective chief negotiators, and their signatures placed hereon, all on the 12 day of MARCH, 2004.

South Page Education Association
Association

South Page Community School District
Board of Directors

By Linda S. Lauber
its President

By Jimmy Carlson
its President

By Glenna Strong
its Chief Negotiator

By [Signature]
its Chief Negotiator

Karen Beaver

ARTICLE 20: GRIEVANCE PROCEDURE

A. Definitions

1. A "Grievant" shall mean an employee or group of employees or the Association filing a grievance.
2. A "Grievant" shall mean a claim by a grievant that a dispute or disagreement of any kind exists involving interpretation or application of the terms of this Agreement *or of an existing Board rule, policy or practice, or that an employee has been treated inequitably, or that there exists a condition which jeopardizes employee health or safety.
3. A "Party in Interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. "Days" shall mean employee work days, except as otherwise indicated. If the stipulated time limits are not met, the grievant shall have the right to appeal the grievance to the next level of the procedure. Failure of the appropriate administrator or administrative body to render a decision within the specified time limits shall be construed to be a decision in the favor of the grievant.

B. Rights to Representation

1. If, in the judgment of the Association, a grievance exists, the Association may process such a grievance through all levels of the procedure, even though there is no individual aggrieved person who wishes to do so. Class grievances involving more than one supervisor and grievances involving an administrator above the building level may be filed by the Association at Step 2.
2. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step 2.
3. The Association on its own may continue and submit to arbitration any grievances filed and later dropped by a grievant, provided that the grievance involves the application or interpretation of the Agreement.

C. Individual Rights

A grievant may be represented at all pre-arbitration stages of the grievance procedure by himself, or, at his option, by an Association representative selected by the Association. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

D. Procedure

Step 1. The parties in interest acknowledge that it is usual most desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. Within a reasonable amount of time following the act or condition which is the basis of the complaint, the grievant may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within four (4) days after

receipt of the grievance. The grievant and/or the Association and the supervisor shall be present for the meeting. The supervisor shall provide the aggrieved party and the Association with a written answer to the grievance within two (2) days after the meeting. Such answer shall include the reasons upon which the decision was based.

Step 2. If the grievant is not satisfied with the disposition of his grievance at Level I, or if no decision has been rendered within six (6) days after presentation of the grievance, then the grievance may be referred to the Superintendent or his official designee. The Superintendent shall arrange for a hearing with the grievant and the Association, to take place within five (5) days of his receipt of the appeal. The parties in interest shall have the right to include in the representation such witnesses and representatives as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have four (4) days to provide his written decision, together with the reasons for the decision, to the Association.

Step 3. Binding Arbitration

a. If the grievant is not satisfied with the disposition of his grievance at Level II, or if no decision has been rendered within four (4) days after he has first met with Superintendent, he may within five (5) days after a decision by the Superintendent or fifteen (15) days after he has first met with the Superintendent, (whichever is sooner) request in writing that the Association submit his grievance to arbitration. If the Association determines that the grievance has merit, it may, by written notice to the Superintendent within fifteen (15) days after the receipt of the request from the aggrieved person, submit the grievance to binding arbitration. If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.

b. Within ten (10) days after such written notice of submission to arbitration, the Superintendent and Association may attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the 10-day period, a request for a list of arbitrators shall be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association.

c. The arbitrator selected will confer with the representatives of the Superintendent and the Association and hold hearings promptly and will issue his decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which is violative of the terms of this Agreement. The arbitrator shall be empowered to include in any award such remedies as he may deem proper. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.

d. The costs for the services of the arbitrator, including per diem expenses, if any, and his travel and subsistence expenses and the cost if any, and his travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

E. No Reprisals

No reprisals of any kind will be taken by the Board or the school administration against any teacher because of his participation in this grievance procedure.

F. Arbitrability

An arbitrator shall decide all substantive and procedural arbitrability issues arising under this agreement.

Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before an arbitrator; and in no event shall an arbitrator resolve the arbitrability of a grievance without first having heard the merits of the grievance.

G. Cooperation of Board and Administration

The Board and the administration shall cooperate with the Association in its investigation of any grievance, and, further, shall furnish the Association such information as is requested for the processing of any grievance.

H. Released Time

If the Association determines that the investigation or processing of any grievance requires that a teacher or an Association representative be released from his regular assignment, he shall be released without loss of pay or benefits.

I. Personnel Files

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

J. Grievance Forms

Forms for filing grievances, serving notices, taking appeals, reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent and the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the Board.

2004-05 SALARY SCHEDULE

BASE= 22,325

YEAR	BA 1	BA+15 2	BA+30 3	BA+40 4	MA 5	MA+15 6
1	22,325	22,825	23,325	23,625	23,825	24,325
2	22,826	23,376	23,926	24,276	24,526	25,026
3	23,327	23,927	24,527	24,927	25,227	25,727
4	23,828	24,478	25,128	25,578	25,928	26,428
5	24,329	25,029	25,729	26,229	26,629	27,129
6	24,830	25,580	26,330	26,880	27,330	27,830
7	25,331	26,131	26,931	27,531	28,031	28,531
8	25,832	26,682	27,532	28,182	28,732	29,232
9	26,333	27,233	28,133	28,833	29,433	29,933
10	26,834	27,784	28,734	29,484	30,134	30,634
11	27,335	28,335	29,335	30,135	30,835	31,335
12	27,836	28,886	29,936	30,786	31,536	32,036
13	28,337	29,437	30,537	31,437	32,237	32,737
14		29,988	31,138	32,088	32,938	33,438
15		30,539	31,739	32,739	33,639	34,139
16			32,340	33,390	34,340	34,840
17			32,941	34,041	35,041	35,541
18				34,692	35,742	36,242
19					36,443	36,943

CHANGE	ORIGINAL
501 BA	501
551 BA+15	551
601 BA+30	601
651 BA+40	651
701 MA	701
701 MA+15	701

0 Step Change

EXTRA CURRICULAR SALARY SCHEDULE- 2004-05

ACTIVITY	1	2	3	4
Cheerlead(FB,BB)	0.0275	0.03	0.0325	0.035
Dir of Plays	0.055	0.06	0.065	0.07
Asst. Dir.	0.01	0.0125	0.015	0.0175
Speech	0.055	0.06	0.065	0.07
Instr. Music	0.08	0.085	0.09	0.095
Vocal Music	0.08	0.085	0.09	0.095
HC-fb,bb,bb,sb	0.09	0.095	0.1	0.105
HC-vb,track	0.09	0.095	0.1	0.105
Asst.C-fb,bb, Golf	0.055	0.06	0.065	0.07
JH Coach	0.04	0.0425	0.045	0.0475
JH Cheerlead	0.02	0.0225	0.025	0.0275
Annual	0.0225	0.025	0.0275	0.03
FHA	0.03	0.03	0.03	0.03
FFA	0.03	0.03	0.03	0.03
NHS	0.03	0.03	0.03	0.03
Jr. Stand	0.025	0.025	0.0275	0.03
Prom	0.03	0.03	0.03	0.03